

**STATE OF NEW YORK
SUPREME COURT : COUNTY OF ONONDAGA**

**PEOPLE OF THE STATE OF NEW YORK by
Letitta James, Attorney General of the State of
New York,**

Petitioner,

v.

**GREENLAND PROPERTY SERVICES, LLC
(also d/b/a Green National); GREEN REAL
ESTATE HOLDINGS, LLC; GREEN CHESTNUT,
LLC; GREEN JAMES, LLC; GREEN SKYLINE
APARTMENTS, LLC; GREEN VINCENT, LLC,
GREEN HISTORICAL PARK APARTMENTS,
LLC; and GREEN HP APARTMENTS, LLC,**

Respondents.

DECISION & JUDGMENT

Index No.: 008669/2022

HON. GREGORY R. GILBERT JSC

Appearances: Hon. Letitta James
Attorney General, State of New York
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BACKGROUND

A petition filed October 25, 2022 by the New York State Attorney General (“AG”) requested enforcement of an Assurance of Discontinuance (“Assurance”) with the Respondents Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC, Green Historical Park Apartments, LLC, and Green HP Apartments, LLC (collectively “Greenland”). Greenland was found to be in violation of the Assurance by Decision & Order entered December 13, 2022 with the Court having a focus on the non-functioning elevators at the James Street apartments, the failure of Greenland to hire a monitor and the failure to remedy overdue violations as had been asserted by the AG.

Green Historical Park Apartments (“Historical Park”) was not part of the Assurance. Any finding of violation against Historical Park was inadvertent and stemmed from the inclusion of Historical Park in the caption of the original proceeding. Historical Park was sold in July 2022 even before the original petition was filed. All findings of violation referring to Historical Park in the December 13, 2022 Decision & Order are withdrawn. Hereinafter, any references to Greenland or respondents generally are not to be construed to include Historical Park.

Greenland sought reargument which was granted and the Greenland violations were confirmed. Both determinations are under appeal by Greenland. The AG asserts that Greenland's violations have continued and seeks contempt findings and other relief in this proceeding by Order to Show Cause made returnable June 8, 2023. The return date was adjourned to July 6, 2023 at the request of Greenland.

It is noted that matters have continued to develop since the original petition in this matter. A receiver and manager have been appointed for the Skyline, James, Chestnut, and Vincent apartment buildings in proceedings commenced on February 10, 2023 before Hon. Danielle M. Fogel, J.S.C., Onondaga County Supreme Court under Index # 001396/2023 by Interim Order filed March 17, 2023 followed by Consent Order filed March 29, 2023. As reflected by the aforesaid Orders, the Skyline, James, Chestnut, and Vincent apartment buildings are under contract for sale.

The precise relief sought by the AG on this motion is stated as follows:

1) adjudging Respondents Greenland Property Services, LLC (also d./b/a Green National), Green Real Estate Holdings, LLC, Green Chestnut, LLC, Green James, LLC, Green Skyline Apartments, LLC, Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, guilty of civil contempt of court pursuant to Judiciary Law §§ 753 and 773 and CPLR § 5104, for disobedience of a lawful mandate of this Court (Gilbert, J.) dated December 13, 2022 (the "December 2022 Order") and the Supplemental Order and Judgment of this Court (Gilbert, J.) entered January 17, 2023 (the "January 2023 Supplemental Order"); and imposing a \$250 civil fine against each corporate and individual Respondent pursuant to Judiciary Law § 773 for their conduct, whose disobedience has impaired, impeded, prejudiced and defeated the rights of the Petitioner and the members of the public protected by the Petitioner, and further punishing Respondent Troy Green, individually and as CEO and Managing Member of Respondents, by incarceration pursuant to Judiciary Law §§ 753, 772 and 774;

2) adjudging Respondents Greenland Property Services, LLC, (also &b/a Green National), Green Real Estate Holdings, LLC, Green Chestnut, LLC, Green James, LLC, Green Skyline Apartments, LLC, Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green as CEO and Managing Member, guilty of criminal contempt of court pursuant to Judiciary Law S 750(A)(3) and CPLR § 5104, and punishing them by imposing appropriate fines and incarceration pursuant to Judiciary Law §§ 751(1) and 751(4), for willfully disobeying the December 2022 Order and the January 2023 Supplemental Order;

3) permanently enjoining Troy Green from owning, operating, or managing affordable housing properties in or from the State of New York;

4) Directing entry of a money judgment, jointly and severally, against all corporate and individual Respondents for penalties ordered by this Court in the December 2022 Order and ¶¶ 15 and 16 of the January 2023 Supplemental Order for their default in their obligations pursuant to the Assurance, said penalties being \$100 per day for each and every default in their performance of

their obligations pursuant to the Assurance, and \$5,000 for each violation of GBL §§ 349 and 350, pursuant to GBL 350-d;

5) Awarding Petitioner the sum of \$100 in motion costs pursuant to CPLR § 8202;

6) Awarding attorney's fees pursuant to Judiciary Law § 773 paragraph 60 of the Assurance of Discontinuance dated February 21, 2023;

7) Authorizing Petitioner to docket as a money judgment any order issued by the Court on this including fines, fees and motion costs, pursuant to CPLR § 2222; and

8) Granting Petitioner such other and further relief as this Court deems just and proper.

Mr. Green may be subject to civil and criminal contempt for Greenland's violations of the Court's Order and Supplemental Order provided that he is shown to be the owner and principal of Greenland. Matter of Fischione v. PM Peppermint, Inc., 197 AD3d 970 (4th Dept 2021); 1319 Third Avenue Realty Corp. v. Chateaubriant Restaurant Development Company, LLC, 57 AD3d 340 (1st Dept 2008); Tishman Construction Corp. v. United Hispanic Construction Workers, Inc., 158 AD3d 436 (1st Dept 2018). In this regard, the Assurance states Mr. Green's role in Greenland as follows:

5. Troy Green is a member of each of Green National's managing and owning entities, and oversees the day-to-day executive management of Green National's real estate business and its related entities through their regional managers, site managers and other personnel.

Such a role, which is not disputed, is sufficient to render Mr. Green subject to civil and criminal contempt for Greenland's violations if established.

Greenland filed papers in opposition on the motion at 7:15 pm the evening before this motion return date. It should be noted that this Court granted Greenland's request to adjourn the original return date in this matter by a full month. These late opposition papers would be properly disregarded pursuant to CPLR §2214(c) particularly since good cause for delay has not been shown as required by statute. Payne v. Buffalo General Hospital, 96 AD3d 1628 (4th Dept 2012).

There was no reason given for untimely opposition papers. In large measure, Greenland relies on the affidavit of Sean Fey (and the exhibits attached thereto) from March 3, 2023 in proceedings commenced by the City of Syracuse under Index # 001396/2023. The Court ascertains no reason that the papers in opposition were submitted late. In considering the Fey affidavit and all of the other papers and arguments advanced by Greenland, Justice Danielle M. Fogel explicitly found as follows at [DKT # 145 pg. 3]:

THE COURT: Okay. Well, the Court is ready to issue an interim order here today. Based on the record, there has been an extensive history of code violations

at the subject properties, ongoing safety concerns and criminal activity, a pattern of neglect by the Green Defendants, and a clear breakdown of communication between the City and the Green Defendants. The record demonstrates that at the time of filing of this petition there were 75 open violations at the subject properties as set forth in Ryan Shiel's affidavit, sworn to on March 7th, 2023, specifically paragraph 8. There was also an itemized list which submitted was attached to the Long affidavit which was with the original papers.

On the record there is sufficient evidence of a need for a receiver under Section 21-121 (B) of the Property Conservation Code of the City of Syracuse. There exist conditions on the premises which are a danger or constitute a threat to the life, health, or safety of the occupants or public. Conditions exist which are a nuisance or a cause of sickness, accident, or harm to the occupants or public. And conditions exist which cause the premises to be unfit for human habitation.

The Fey affidavit and various attachments have already been expressly and soundly rejected by Judge Fogel.

Still further, the affidavit of Troy Green only adds to the list of excuses advanced by Greenland that it was in the process of selling the properties at issue stating as follows:

5. Instead, for many months, the Green Respondents and those acting on their behalf have continuously been trying to prop up and keep the subject properties afloat, both financially and operationally, to get to a transition of ownership and management. Both the City of Syracuse and the Attorney General were aware of that on-going transition effort and were involved to varying degrees in the related discussions (including from my understanding directly with the buyer) and in the other court proceedings pertaining to the management transition.

6. The specific 58 day period between January and March 2023 raised by the Attorney General in its contempt application was during what was the final stage of that transition where sale contracts were in place and/or were being finalized for the 4 properties not yet sold (Skyline, James, Chestnut and Vincent), where lenders were being engaged and involved in the manner in which existing financing on the properties would be addressed, and where we were trying to address the day-to-day operation of the properties including any existing or new code-related citations which may arise.

A pending sale of the properties involved did not relieve Greenland of its responsibilities under the Assurance or to comply with Court orders. Otherwise, the Green affidavit merely recites the financial difficulties of Greenland and touts the amount it claims to have expended on its properties, none of which actually addresses the violations of the Assurance raised by the AG and further reviewed herein or the violations of the Orders issued by this Court. Accordingly, the Court will take the opposition papers into consideration to the limited extent that they do have any value to this proceeding and are supported by some form of evidentiary material.

DISCUSSION

Civil contempt requires four elements: (1) a lawful Court order in effect clearly expressing an unequivocal mandate; (2) reasonable certainty that the order has been disobeyed; (3) knowledge of the order; and (4) prejudice. Burns v. Grandjean, 210 AD3d 1467 (4th Dept 2022).

Notice and timely application are indispensable elements of a contempt proceeding. Steffen v. DirecTv, Inc., 191 AD3d 1281 (4th Dept 2021). The acts required of the contemnor must be found to be clear and unequivocal and the violations to be certain. Matter of Fischione v. PM Peppermint, Inc., 197 AD3d 970 (4th Dept 2021). The civil contempt application must show that the rights of the applicant under the Order have been violated and a finding of contempt is appropriate. Dan's Hauling & Demo, Inc. v. Gmmm Hickling, LLC, 193 AD3d 1404 (4th Dept 2021). There must be no less drastic enforcement remedy available. Belkhir v. Amrane-Belkhir, 128 AD3d 1382 (4th Dept 2015).

When entering a civil contempt finding, the Court seeks to remedy the actual harm caused by the violation. Palmitesta v. Palmiesta, 166 AD3d 782 (2nd Dept 2018). In addition to fines of a compensatory nature, together with costs and expenses, the Court may impose a punitive fine not to exceed \$250.00 under Judiciary Law §773. Lesnick v. Lesnick, 167 AD2d 888 (4th Dept 1990). The Court may also consider a term of imprisonment until there is compliance with the Court Order at issue under Judiciary Law §774(1).

A civil contempt penalty is not intended to punish the contemnor but to compensate and make the applicant whole and to compel compliance with the Court's Order. Matter of Peer, 50 AD3d 1511 (4th Dept 2008). This can include reasonable counsel fees for the contempt proceeding. Data-Track Account Services, Inc. v. Lee, 15 AD3d 962 (4th Dept 2005).

Imprisonment can be a proper remedy to compel compliance with a Court Order. Frankel v. Frankel, 111 AD2d 447 (3d Dept 1985). It may also arise in cases where payments have been ordered by the court and the contemnor is able to pay but refuses to do so. Kellar v. Kellar, 126 AD3d 940 (2nd Dept 2015).

The second area where imprisonment is appropriate is where there have been willful and continued violations of Court mandates or when compensatory and punitive fines are not sufficient to serve the ends of justice. This is particularly the case when there has been previous disobedience of Court Orders or imprisonment can be shown to serve the ends of justice. El-Dehdan v. El-Dehdan, 26 NY3d 19 (2015).

The third circumstance where imprisonment is appropriate is when the civil contemnor fails to pay a fine that has been imposed as a penalty for civil contempt. In the case of a civil penalty of less than \$500.00, the term of imprisonment may not exceed three months under Judiciary Law §774(1).

The primary distinction between civil and criminal contempt was addressed in McCormick v. Axelrod, 59 NY2d 574 (1983) as follows:

Petitioners sought, by this motion, to have this court hold respondents in contempt pursuant to section 753 (subd A, par 3) of the Judiciary Law, which provides, in relevant part: "A court of record has power to punish, by fine and imprisonment, or either, a neglect or violation of duty, or other misconduct, by which a right or remedy of a party to a civil action or special proceeding, pending in the court may be defeated, impaired, impeded, or prejudiced, in any of the following cases: A party to the action or special proceeding * * * for any other disobedience to a lawful mandate of the court". Civil contempt has as its aim the vindication of a private right of a party to litigation and any penalty imposed upon the contemnor is designed to compensate the injured private party for the loss of or interference with that right (State of New York v Unique Ideas, 44 NY2d 345). Criminal contempt, on the other hand, involves vindication of an offense against public justice and is utilized to protect the dignity of the judicial system and to compel respect for its mandates (King v Barnes, 113 NY 476). Inasmuch as the objective is deterrence of disobedience of judicial mandates, the penalty imposed is punitive in nature (State of New York v Unique Ideas, supra). Although the line between the two types of contempt may be difficult to draw in a given case, and the same act may be punishable as both a civil and a criminal contempt, the element which serves to elevate a contempt from civil to criminal is the level of willfulness with which the conduct is carried out (compare Judiciary Law, § 753, subd A, par 3 [civil contempt], with id., § 750, subd A, par 3 [criminal contempt]; see, e.g., Sentry Armored Courier Corp. v New York City Off-Trade Betting Corp., 75 AD2d 344).

See also Department of Environmental Protection v. Department of Environmental Conservation, 70 NY2d 233 (1987) noting as follows:

This court's power to punish for civil and criminal contempt is found respectively in Judiciary Law § 753 (A) (3) and § 750 (A) (3). Although the same act may be punishable as both a civil and a criminal contempt, the two types of contempt serve separate and distinct purposes. A civil contempt is one where the rights of an individual have been harmed by the contemnor's failure to obey a court order (People ex rel. Munsell v Court of Oyer & Terminer, 101 NY 245). Any penalty imposed is designed not to punish but, rather, to compensate the injured private party or to coerce compliance with the court's mandate or both (State of New York v Unique Ideas, 44 NY2d 345). A criminal contempt, on the other hand, involves an offense against judicial authority and is utilized to protect the integrity of the judicial process and to compel respect for its mandates (King v Barnes, 113 NY 476). Unlike civil contempt, the aim in a criminal contempt proceeding is solely to punish the contemnor for disobeying a court order, the penalty imposed being punitive rather than compensatory (State of New York v Unique Ideas, 44 NY2d 345, supra).

To sustain a finding of criminal contempt, the AG must demonstrate a willful disobedience of an unequivocal lawful mandate. Matter of Schmitt v. Piampiano, 117 AD3d 1478 (4th Dept 2014). No finding of prejudice is necessary to the finding of criminal contempt. Steffen v. DirecTv, Inc., 191 AD3d 1281 (4th Dept 2021). Knowledge of the Court's Order is a prerequisite for either civil or criminal contempt. People v. Roach, 84 AD3d 1734 (4th Dept 2011). To sustain a finding of criminal contempt, the Court must conclude that there is a need to protect the integrity of the judicial process and, in essence, a disrespect of judicial authority.

Punishment for a criminal contempt under Judiciary Law §751 may be a fine of up to \$1,000.00 and/or imprisonment of 30 days. However, under Judiciary Law §751(4) where there is willful disobedience of a mandate issued pursuant to Executive Law §63 (a proceeding such as this brought by the AG) the fine fixed may not exceed \$5,000.00 per day but must include consideration of all the facts and circumstances directly related to the contempt, including, but not limited to: (i) the extent of the willful defiance of or resistance to the court's mandate, (ii) the amount of gain obtained by the willful disobedience of the mandate, and (iii) the effect upon the public of the willful disobedience.

The specific violations alleged are examined (not in the same order as presented by the AG) as follows:

A. Violation when Respondents failed to pay as ordered the sum of \$2,000 to the AG pursuant to CPLR §8303(a)(6) within 10 days of the date of the January 2023 Supplemental Order.

The December 2022 Decision & Order awarded statutory costs to the AG pursuant to CPLR §8303(a)(6) stating as follows:

ORDERED, ADJUDGED and DECREED, that Petitioner, Letitia James, Attorney General of the State of New York, is awarded statutory costs against Respondents, Greenland Property Services, LLC (also d/b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, in the amount of \$2,000 pursuant to the New York Civil Practice Law and Rules § 8303 (a)(6).

The award of costs in the amount of \$2,000 to be paid to the AG was unmistakable. The January 2023 Supplemental Order fixed a precise date for payment as follows:

14. Pursuant to the Decision and Order dated December 13, 2022, Respondents shall pay \$2,000 to the State of New York pursuant to New York CPLR § 8303(a)(6). Said payment shall be delivered to the NYAG *within 10 days of the date of this Supplemental Order*.

The January 2023 Order was entered on January 17, 2023 making the payment due on or before January 27, 2023.

Although subject to an appeal (the status of which this Court is not advised), there has been no stay of this Court's mandate and this leaves lawful Orders issued by this Court in effect. The provisions of the December 2022 Order and the January 2023 Supplemental Order were clear and the mandate was unequivocal. The issue has not even been addressed by Greenland.

This Court fully expected that the award of costs would be paid as directed. There was no application for a delay of payment nor was the award of costs mentioned by respondents in their subsequent and failed motion for reargument. A motion for reargument neither extends nor tolls a statute of limitations. Matter of Seiler v. Crandall, 188 AD3d 1614 (4th Dept 2020). Even to the extent that respondents may have operated under a mistaken belief that the motion to reargue suspended the time for payment of costs on January 27, 2023, that motion was granted and the original decision adhered to by Decision & Order dated and entered February 16, 2023. The costs were not paid by February 26, 2023 and still have not been paid to date.

The determination of the motion to reargue is also subject to an appeal (the status of which this Court is not advised). Again, there has been no stay of this Court's mandate regarding payment of the costs as awarded.

There is no question presented that respondents knew that they were required to pay the costs awarded under CPLR §8303(a)(6) and when the payment was due. They have at all times throughout this proceeding been represented by highly regarded counsel well known to this Court. Service of the December 2022 Order is plainly shown on this record. The respondents have filed notice of appeal of the December 2022 Order and the January 2023 Supplemental Order as well as the subsequent Order on reargument. Payment still has not been made despite the present motion. The Court concludes that non-payment was a willful act with the prejudice of non-payment being self-evident and that the payment will never be made absent a contempt finding.

As to criminal contempt, an award of costs pursuant to CPLR §8303(a)(6) directly implicates the integrity of the judicial process as it is a discretionary allowance awarded by the Court. The offense to judicial authority continues to this date showing a disrespect of judicial authority. There can be no other reason for the continuing failure to pay the costs as directed. A finding of criminal contempt is warranted and will be further discussed hereinafter.

B. Violation of the December 2022 Order and ¶2(d) of the January 2023 Supplemental Order. Respondents failed to submit a monthly Affirmation of Compliance to the AG by January 21, 2023, or anytime thereafter.

The Assurance required Greenland to supply the AG with an affirmation of compliance as follows:

52. Compliance Report or Certification on Demand: At any time within sixty (60) days of the Effective Date of this Assurance, Greenland Property Services, on behalf of Respondents, shall provide the NYAG with certification affirming the Respondents' compliance with the requirements set forth in this Assurance, paragraphs 43 - 51 (Programmatic Relief). For the following one-year period, or until such time as ownership of the respective property is sold or transferred to a non-affiliated buyer (whichever time is shorter), Respondents shall provide an affirmation of compliance to the NYAG on a monthly basis. Thereafter, Respondents shall provide this affirmation upon thirty (30) days written notice from the NYAG.

The December 2022 Order made a specific direction on this issue as follows:

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d./b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are hereby DIRECTED to comply with all obligations in the Assurance of Discontinuance dated February 21, 2022 ("Assurance") including, but not limited to:...(c) providing Affirmations of Compliance to the AG on a monthly basis...

A specific date for submission of the monthly affirmation of compliance to the AG was provided by the January 2023 Supplemental Order stating as follows:

d) Respondents shall also provide an Affirmation of Compliance to the NYAG on a monthly basis as set forth in the Assurance, with the next Affirmation to be submitted to the NY AG by *January 21, 2023*.

An affirmation of compliance was not sent to the AG by respondents at any time before January 21, 2023 or at any time thereafter. The issue of an affirmation of compliance was not addressed in reargument. No extension for submission or stay of the affirmation of compliance requirement was ever requested or granted. There is no question presented that respondents knew that they were required to submit an affirmation of compliance or when the affirmation of compliance was due. The required affirmation of compliance was never provided and this is not disputed by Greenland. The Court mandate has been disregarded.

It does not follow that civil or criminal contempt should be found on this basis. As noted earlier, a receiver and manager were appointed for the Vincent, Skyline, James, and Chestnut apartment buildings by Judge Fogel on March 17, 2023 with those buildings under contract for sale. As of March 17, 2023, respondents' affirmation of compliance would have no meaning. Prior to these appointments, the lack of an affirmation of compliance is not seen as concealing from the AG information as to existing and newly developing violations otherwise established by City Code Enforcement such as submitted herein. A finding of criminal contempt for this violation is not

necessary to protect the integrity of the judicial process. However, Greenland's refusal to provide past and continuing affirmations of compliance is still part of the general disregard that it has shown towards the Assurance that it entered into with the AG as well as this Court's Orders..

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that application by The Office of the Attorney General relating to the failure of Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC; and Green HP Apartments, LLC., to provide monthly affirmations of compliance is **DENIED**.

- C. Violation of the December 2022 Order and ¶2(c) of the January 2023 Supplemental Order when Respondents failed to provide the AG with any resumes for a proposed independent monitor, failed to provide proposed contract by January 18, 2023, and failed to retain a monitor by January 21, 2022.**

This Court addressed the issue of requiring Greenland to hire an independent monitor in the December 2022 Decision & Order and specifically directed as follows:

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d./b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are hereby DIRECTED to comply with all obligations in the Assurance of Discontinuance dated February 21, 2022 ("Assurance") including, but not limited to:... (b) retaining a monitor who shall (i) produce monthly reports to the New York State Attorney General's Office ("AG") identifying specific code violations that were uncorrected by their compliance due dates, (ii) submit monthly reports as set forth in the Assurance, including past reports due for April through September 2022, and (iii) determine the penalty amount to be paid to the AG pursuant to the Assurance...

The January 2023 Order went on to provide a specific compliance date as follows:

- c) Respondents are directed to retain an independent monitor by January 21, 2023. A copy of the monitor's resume and proposed contract shall be provided to the NYAG no later than January 18, 2023. Said monitor shall produce monthly reports to the New York State Attorney General's Office (NYAG), with the first report to be submitted to the I.IYAG by February 15, 2023. The monitor shall submit these reports on a monthly basis as set forth in the Assurance of Discontinuance dated February 21, 2022 ("Assurance"), including past reports due for April 2022 through the present. The monitor shall identify specific code violations that were

uncorrected by their compliance due dates and determine the penalty amount to be paid to the NYAG pursuant to the Assurance.

The Order was not clear and unequivocal and disobedience of the Order is not established with certainty given the short time frame between filing of the Supplemental Order and the date on which compliance was directed. Appointment of a monitor after January 21, 2023 would have been helpful but the code violations can be adequately addressed from the records provided by City Codes. In any event, the continuing violation has no meaning after the various appointments made by Judge Fogel. The Court is not inclined to consider either civil or criminal contempt for this specific violation on this basis.

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that application by The Office of the Attorney General relating to the failure of Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC; and Green HP Apartments, LLC, to appoint a monitor is **DENIED**.

D. Violation of the December 2022 Order, and ¶2(b) of the January 2023 Supplemental Order when Respondents failed to correct all outstanding violations (those open past their due dates when the Order was signed) and failed to correct new violations (for which they were cited after the December 2022 Order) by their compliance due dates.

The December 2022 Decision & Order found that Greenland was not in compliance with the Assurance based on the undisputed submission made by the AG as to the then existing forty-two (42) Greenland code violations shown by Exhibit I [DKT # 57] which were already past due for remediation. The specific violations being considered by the Court at this time are discussed hereinafter.

E. Violation of the December 2022 Order and ¶2(a) of the January 2023 Supplemental Order when Respondents were cited by the City of Syracuse Division of Code Enforcement for new violations of the Syracuse Property Conservation Code (“SPCC”), Property Management Code of NYS (“PMCNYS”) and/or the Fire Code of New York State (“FCNYS”).

The December 2022 Order made two directions on this issue to re-affirm the Assurance as follows:

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d/b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC,

Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are PERMANENTLY ENJOINED from committing future violations of...state and local codes requirements, including but not limited to Syracuse Property Conservation Code (SPCC), Property Management Code of NYS ("PMCNYS"), International Property Management Code ("IPMC"), International Fire Code ("IFC), and Fire Code of New York State ('FCNYS')...

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d./b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are hereby DIRECTED to comply with all obligations in the Assurance of Discontinuance dated February 21, 2022 ("Assurance") including, but not limited to: (a) correcting all code violations issued by the City of Syracuse, Division of Code Enforcement, by their compliance due dates;...

The January 2023 Supplemental Order likewise affirmed the Assurance and provided:

b) Respondents are directed to correct all future code violations issued by the City of Syracuse, Division of Code Enforcement by their compliance due dates;...

The Supplemental Order of January 2023 continued the requirement of the Assurance that code violations be remedied no later than the compliance dates set by City Codes. The AG attaches a listing of violations continuing from City Codes as of February 23, 2023 and April 13, 2023. [DKT # 85 and 86]. Of these open and past due violations, Greenland should not be held in contempt for those still open for compliance purposes after the March 17, 2023 Interim Order by Judge Fogel. Those open violations past due compliance considered by the Court affecting both civil and criminal contempt as well as penalty under the Assurance are referenced by complaint numbers from [DKT # 85 and 86] as follows: 2021-00649; 2021-14631; 2021-20241; 2021-22966; 2022-04268; 2022-05337; 2022-05341; 2022-05879; 2022-06974; 2022-09235; 2022-09369; 2022-09394; 2022-10242; 2022-10811; 2022-10984; 2023-00082; 2023-00193; 2023-0242; 2023-00247; 2023-00343; 2023-00482; 2023-00694; 2023-00713; 2023-00715; 2023-00756; 2023-00757; 2023-00771; 2023-00799; 2023-00965; 2023-01001; and 2023-01533.

2021-00649

Greenland was required to apply for and obtain a certificate of compliance for 600 James Street under SPCC §27-15 by April 26, 2021. The certification is still owed as shown by [DKT # 86].

2021-14631

753 James Street was found to have need repair or replacement of carpeting and the repair

of bathroom walls on August 17, 2021. Repairs were due by September 15, 2021 and compliance is still open per [DKT # 86].

2021-20241

This complaint pertains to elevator repairs at 600 James Street and was issued on July 22, 2021. Repair to working order was required by August 6, 2021 and remains incomplete by [DKT # 86].

2021-22966

Greenland was required to provide a passing certification no later than November 3, 2021 for the elevators at 600 James Street by this complaint issued October 18, 2021. This failure of certification involved violations of 2020 PMCNYS §606.1 and SPCC §27-62(A). Reasonably, the certification requirements of both regulations would have been met at the same time by the November 3, 2021 compliance date. This complaint was unresolved as of issuance of [DKT # 86].

2022-04268

The elevators at 753 James Street were the subject of a complaint alleging violation of 2020 PMCNYS §606.1 issued May 16, 2022. Greenland was to provide repair and then certification of inspection of the elevators by June 1, 2022. The matter was still not resolved at the time [DKT # 86] was issued.

2022-05337

City Codes required that Greenland provide entry to all remaining uninspected units at 420 Jamesville Avenue under SPCC §27-15 by September 6, 2022. This complaint is shown as unresolved by [DKT # 86].

2022-05341

City Codes required inspection compliance for 438 Jamesville Avenue by September 6, 2022. This is shown as still past compliance by [DKT # 86].

2022-05879

A non-functioning security door was found at 600 James Street on June 23, 2022. Greenland was directed to repair or replace it no later than August 9, 2022. This repair has not been done according to [DKT # 86].

Greenland submits some proof that a proper repair was made on or about December 9, 2022. [DKT # 93 ¶¶ 52 – 56]. The violation will be limited to the period from August 9, 2022 to December 9, 2022 and this finding carries forward to violation # 2022-06974 and # 2022-10242.

2022-06974

This complaint, issued August 2, 2022, required repair or replacement of a door emergency push bar by August 17, 2022. The repair is still not done per [DKT # 86]. Per the finding as to violation # 2022-05879, this violation is limited to the period of August 17, 2022 to December 9, 2022 as stated above.

2022-09235

Greenland was directed to repair or replace the boilers used to heat four separate buildings at 438 Jamesville Avenue by October 25, 2022. The violation remains unremedied according to [DKT # 86].

2022-09369

Greenland was cited for a roach infestation at 941-47 James Street on November 30, 2022 and directed to exterminate the same by December 21, 2022. This violation is still open on [DKT # 86]. The Green affidavit confirms that the violation continued beyond March 17, 2023. [DKT # 93 ¶¶ 66-68].

2022-09394

A rodent infestation was found at 941-47 James Street on October 26, 2022 and Greenland was tasked to eliminate the infestation by November 16, 2022. There has been no compliance shown by [DKT # 86]. The Green affidavit confirms that the violation continued beyond March 17, 2023. [DKT # 93 ¶¶ 66-68].

2022-10242

City Codes found that the front and rear doors at 600 James Street did not lock correctly on November 29, 2022. This caused a declaration that the premises were unfit for human occupancy. Repair of this issue was required on November 29, 2022 and remains incomplete according to [DKT # 86]. Per the finding as to violation # 2022-05879, this violation is limited to the period of November 29, 2022 to December 9, 2022.

2022-10811

An apartment at 923 James Street accrued four separate violations noticed on January 11, 2023 with Greenland being directed to repair a hole under the kitchen sink; repair or replace a non-functioning toilet; replace missing smoke detectors and exterminate a mouse infestation by February 1, 2023. Compliance for the mouse infestation is still open per [DKT # 86]. The Green affidavit confirms that the violation continued beyond March 17, 2023. [DKT # 93 ¶¶ 66-68].

2022-10984

438 James Street was ruled unfit for habitation due to a loss of power and gas services due to water leaks on December 29, 2022. Remediation was directed by January 5, 2023 and the issue remains open under [DKT # 86].

2023-00082

The fire sprinkler system failed testing at 438 Jamesville Avenue on January 5, 2023. Greenland was directed to hire a licensed contractor and ensure that needed corrections were properly uploaded to the on-line inspection portal no later than February 6, 2023. Greenland's failure to do so implicated 2020 FCNYS §903.5, 2020 FCNYS §907.8.5, 2020 PMCNYS §704.1; and SPCC §27-43(g). The issue remains unresolved as shown by [DKT # 86].

Greenland is able to show that an M&S Fire Protection, LLC inspection report was transmitted to the City Fire Chief on March 1, 2023 showing that the system was in compliance. [DKT # 106]. The penalty will be limited to the period from February 6, 2023 to March 1, 2023 despite the fact that the transmission was not properly uploaded to the on-line inspection portal as required.

2023-00193

The complaint in this case involves water leaking into an apartment. By complaint date January 12, 2023, Greenland was directed to repair the issue causing the leak, clean up the water and repair the water damage. Greenland was separately required to clean or replace the carpet. The issues were to be remedied by February 2, 2023 but compliance was 21 days late per [DKT # 85]. This violation is not shown as open or referenced by [DKT # 86].

2023-00242

There are three separate complaints for what appear to be the same apartment. Some repairs are shown as past due, with others showing as still pending compliance dates. The record on these three complaints will support no finding.

2023-00247

Greenland was directed to repair pipes leading to an apartment bathroom at 438 Jamesville Avenue/941-47 James Street under this complaint issued January 12, 2023 not later than February 2, 2023. There was no compliance per [DKT # 86]. The claim by Green that this was repaired on March 9, 2023 is unsupported.

2023-00343

City Codes issued a complaint on January 23, 2023 at 438 Jamesville Avenue concerning a continuously running tub faucet that could not be shut off requiring correction by February 13, 2023. The repair is shown as 10 days overdue by [DKT # 85]. This violation is not shown as open or referenced by [DKT # 86].

2023-00482

The AG shows a citation for 420 Jamesville Avenue for the repair of a ceiling and a wall next to a window to have been completed by February 17, 2023 and 6 days past due. This violation is not shown as open or referenced by [DKT # 86].

2023-00694

This complaint has three parts relating to the loss of hot water at 753 James Street. It was issued on February 2, 2023 and given a February 3, 2023 compliance date. On February 3, 2023 under complaint # 2023-0715 the premises were declared unfit for human occupancy. The matter will be treated as a single complaint. Remediation has not been provided according to [DKT # 86].

Greenland submits sufficient evidence to call any asserted violation beyond February 14, 2023 into question. [DKT # 93 ¶¶ 22 – 27]. Accordingly, the violation will be limited to the period from February 3, 2023 to February 14, 2023.

2023-00713

An apartment at 420 Jamesville Avenue was declared unfit for habitation under a complaint issued February 14, 2023 due to a continuous ceiling leak “causing dilapidation and decay”. Greenland was given until February 17, 2023 to remediate the issue and the same may still be open. There were separate issues for a bug infestation and an unspecified leak that are not shown as being past due compliance. The record presented on #2023-00713 is equivocal and supports no finding.

2023-00756

The complaint in this matter pertains to an apartment at 941-47 James Street and was issued on February 7, 2023. Greenland was to fix a loss of hot water to the bathroom and a continuously running toilet (corrected one day late). The apartment was also declared unfit for habitation as it had no heat. Greenland was required to remedy the heating issue by February 13, 2023 and failed to remedy the heating issue for 10 days beyond that date according to [DKT # 85]. The plumbing and heating violations are not shown as open or referenced by [DKT # 86].

2023-00757

Greenland was cited for a missing smoke detector for an apartment at 753 James Street on February 7, 2023 and required to have one installed by February 15, 2023. The replacement is shown as 8 days past due by [DKT # 85]. The violation is not shown as open or referenced by [DKT # 86].

2023-00771

The complaint in this case was for an apartment at 941-47 James Street with seven separate violations requiring repairs to leaking bathroom and kitchen plumbing, resealing of a bathtub, repair of a broken refrigerator and placing a cover on an exposed electrical outlet. These repairs were due by February 22, 2023 and were one day late according to [DKT # 85]. The violations are not shown as open or referenced by [DKT # 86].

2023-00799

Greenland was required to repair or replace a carpet and repair an issue causing a leak in an apartment living room at 420 Jamesville Avenue under a complaint issued March 1, 2023. The work was to have been completed not later than March 1, 2023. Remediation is shown as still overdue under [DKT # 86]. This is confirmed by the Green affidavit. [DKT # 93 ¶ 99].

2023-00965

City Codes required Greenland to provide and post certification for the elevators at 753 James Street by March 1, 2023 under a complaint issued February 13, 2023. This had not been done at the time [DKT # 86] was issued.

2023-1001

600 James Street was declared unfit for human occupancy under this complaint issued February 14, 2023 and requiring remediation by February 16, 2023 when urine was found on the rear stairwell, almost every landing, multiple stairs and along the basement floors. Remediation is shown as 7 days late by [DKT # 85]. The violation is not shown as open or referenced by [DKT # 86].

2023-01533

438 Jamesville Avenue lost heat and this resulted in a two-part complaint issued March 13, 2023 with the affected apartments being deemed unfit for habitation. Greenland was given until March 15, 2023 to remedy the situation and the issue was still open when [DKT # 86] was issued.

Penalty

The penalty for violations of the Assurance is restricted to the failure to remedy code violations issued by the Division of Code Enforcement for the City of Syracuse. Paragraph 51 of the Assurance provides as follows:

51. The Parties agree that it would be difficult to value the damages caused by default in the performance of any obligation required pursuant to the Programmatic Relief section of this Assurance, and therefore agree that Greenland Property Services, LLC, on behalf of Respondents shall pay to the State of New York a stipulated penalty of \$100.00 per day for each and every such default in the performance of any obligation under this paragraph occurring after the effective date of the Assurance.

The December 2022 Order and January 2023 Supplemental Order continued the provision for a penalty of \$100.00 per day for each default in performance of any obligation under the Assurance pertaining to the remediation of Code violations.

Specific to the then existing violations identified by City Codes, the Assurance provided as follows:

44. Respondents agree to correct all outstanding violations, if any, issued by the Division of Code Enforcement for the City of Syracuse, or by the Code Enforcement unit of the municipality where the property is located, within sixty (60) days of the Effective Date of this Assurance, except insofar as any court order or stipulation of settlement with respect to correction of such violations mandates a different date. In the event any of the above deadlines are missed, Respondents shall set forth, in writing, and timely report to the NYAG why the violation could not be corrected within such period, such as the need to have parts fabricated, vendor unavailability, permit requirements (provided that the same are promptly and diligently sought), or denial of access by a Tenant. If Respondents claim denial of access by a Tenant, Respondents must provide proof that they provided at least 3 days advance written notice to the Tenant requesting access on at least 2 different occasions.

Aside from the 60-day Grace period for then existing Code violations, fresh Code violations determined on and after February 21, 2022 were to be corrected within the compliance dates set by City Codes, with the Assurance providing as follows:

43. Respondents agree to correct all code violations issued by the Division of Code Enforcement by the Division of Code Enforcement for the City of Syracuse, or by Code Enforcement unit of the municipality where the property is located prior to or by their compliance due dates, except when citing Code Enforcement officials, by

agreement, have extended the compliance due date. If extended, then that date shall apply for purposes of this paragraph.

Greenland was to have provided affirmations of compliance under the Assurance which would ostensibly have provided its excuses for missing compliance dates. It failed to provide the AG with any affirmations of compliance at all. Secondly, Greenland was to have had a monitor in place to independently report compliance issues to the AG. Greenland failed to put such a monitor in place at any time. Consequently, this Court does not consider self-serving excuses unsupported by evidentiary material put forward by Greenland in mitigation of penalty.

The Court assesses the penalty on a per complaint (as opposed to a per violation) basis calculated from the end of the grace period on April 22, 2022 or otherwise from the compliance date set by City Codes up to March 17, 2023 when control of the premises at issue passed from Greenland to others, unless limited by the interplay of the City Code reports submitted as [DKT # 85 and DKT # 86] and further considering the sparse evidentiary proof offered by Greenland. This penalty shall be reduced to judgment to be joint and several against Greenland. The calculations are detailed by Exhibit # 1 attached hereto and total \$299,900.00 solely relating to the Code violation issue under ¶ 4 of that relief being sought by the AG.

There is some basis to extend the code compliance penalties past March 17, 2023 as the Interim Order issued by Judge Fogel was issued in contemplation of the sale of the Greenland properties at issue. The Assurance at ¶ 47 provided as follows:

47. Prior to the sale of any of its New York properties to a third party, Respondents shall either 1) correct all open code violations prior to the sale of the property or 2) include in any contract of sale a provision that requires the purchaser to agree to the terms set forth in this Assurance in paragraph 44, supra. Further, nothing in this Assurance shall relieve Respondents of any obligations under this Assurance, or under any applicable law.

However, any reasonable construction of the Assurance does not contemplate the proceeding that eventuated before Judge Fogel or that Greenland would lose control of the subject properties at any time prior to a sale. This is well recognized by the AG. [DKT # 87 at pg. 14].

The AG seeks to have the penalty judgment extend to individual respondents. The respondents identified by the Assurance are corporate entities. Paragraph 41 of the Assurance did require “respondents, their principals, employees, agents, officers, directors, partners, members and successors” to fully comply with the Property Conservation Code of the City of Syracuse (revised General ordinances of the City of Syracuse); Property Maintenance Code of NYS, 19 NYCRR Part 1226; Real Property Law § 235-b; General Business Law §§ 349 and 350; and Fire Code of New York State. However, the penalty provision restricted calculation of the penalty to the respondents named in the original proceeding and did not expressly include individual respondents. For that matter, Troy Green is the only individual named within the moving papers and is not named as a respondent on an individual basis by this petition.

The claim by the AG as to Troy Green for judgment on the penalty could be seen to proceed on a different footing by attempting to pierce the corporate veil. The burden carried by the AG to pierce the corporate veil is heavy. Colonial Surety Company v. Lakeview Advisors, LLC, 93 AD3d 1253 (4th Dept 2012); A&M Global Management Corp. v. Northtown Urology Associates, P.C., 115 AD3d 1283 (4th Dept 2014). The AG would need to demonstrate that Troy Green exercises complete domination and control of the each of the corporate entities to essentially render himself and/or the corporate entities judgment proof and that Troy Green has abused the privilege of doing business in the corporate form by failing to adhere to corporate formalities, by commingling personal and business assets and by his personal use of corporate funds. Grammas v. Lockwood Associates, LLC, 95 AD3d 1073 (2nd Dept 2012). Generally, claims involving alter ego liability are fact laden and not well suited to summary disposition. Emposimato v. CIFC Acquisition Corp., 89 AD3d 418 (1st Dept 2011); Goodspeed v. Hudson Sharp Machine, Co., 105 AD3d 1204 (3rd Dept 2013). The petition needs to be supported by sufficient evidence in admissible form to show the material and undisputed facts based on which judgment to pierce the corporate veil must be granted as a matter of law. ED&F Man Sugar, Inc. v. ZZY Distributors, Inc., 181 AD3d 463 (1st Dept 2020).

In the absence of such an evidentiary showing, the petition to establish Troy Green's individual liability for the penalty is not sufficient on a prima facie basis. This Court will not find Troy Green to be individually liable for the penalty assessed under the terms of the Assurance.

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that The Office of the Attorney General is hereby granted **JUDGMENT** against Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC, jointly and severally in the amount of \$298,100.00 plus the costs and disbursement as may be properly taxed by the Clerk together with interest at the judgment rate from March 17, 2023; and it is

ORDERED, ADJUDGED and DECREED, that the application of the Office of the Attorney General to extend judgment for penalty under the Assurance to Troy Green, individually, is **DENIED**.

F. Due to Respondents' non-compliance with the Court's Orders, the amount of the penalty owed by Respondents for their non-compliance with the Assurance has not yet been determined. Consequently, no penalty has been paid for their non-compliance with the Assurance in violation of the December 2022 Order and ¶2(e) of the January 2023 Supplemental Order.

To the extent that this asserted violation may be seen to duplicate the contempt application for failure to appoint a monitor or issue monthly compliance affirmations as required under the

Assurance and Court Orders, the civil and criminal contempt application will be declined on this basis. To the extent that the issue raised impacts upon consideration and calculation of a penalty and the evidentiary impact of this non-compliance, the same are addressed hereinabove.

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that the application of the Office of the Attorney General for a finding of civil and/or criminal contempt for the failure of Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC; and Green HP Apartments, LLC, to appoint a monitor or issue monthly compliance affirmations as required under the Court Orders is **DENIED**.

ASSERTED GBL VIOLATIONS

The AG seeks penalties under GBL §350-d of \$5,000 for each violation of GBL §§ 349 and 350. To sustain such an application, the AG would need to show that Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, continued to engage in false advertising after the filing of the Decision & Order on December 13, 2022 which provided:

ORDERED, ADJUDGED and DECREED, that Respondents, Greenland Property Services, LLC (also d/b/a Green National); Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC, Green Vincent, LLC, Green Historical Park Apartments, LLC; and Green HP Apartments, LLC, are **DIRECTED** to pay a civil penalty in the sum of \$5,000 to the State of New York for each violation of GBL §§ 349 and 350 pursuant to GBL § 350-d...

The issue was further addressed by the January 16, 2023 Supplemental Order as follows:

16. Pursuant to the Decision and Order dated December 13, 2022, Respondents shall pay a civil penalty in the sum of \$5,000 for each violation of GBL §§ 349 and 350. Said payment shall be delivered to the NYAG *within 14 days of being served with the Order and Judgment identifying the amount to be paid...*

The December and January Orders made a finding that Greenland had violated GBL §349 and GBL §350 but at no time was an Order and Judgment issued that identified an amount to be paid pursuant to GBL §350-d. This Court rejected Greenland's claim of substantial compliance with the Assurance in defense of the GBL claims and that remains true to this date.

The GBL violations asserted by the AG are based on Greenland's website and presented as [DKT # 7]. Greenland represents that its rental units are "clean", "safe", "well-kept" and that it has a focus on "creating cleaner, safer and sustainable communities". None of this is true and the end result is that the website advertising is inherently deceptive and generally intended to prey upon lower income tenants in need of affordable housing. The website continued in use by Greenland following the December 13, 2022 determination which provided Greenland with fair warning that it was subject to a GBL fine if the false advertising were to be continued. As with so many other aspects of this Court's previous determination, Greenland has simply elected to ignore the Court's findings and mandates.

The AG seeks a fine of \$5,000 under GBL §350-d "for each of the consumers defrauded" by Greenland pursuant to GBL §349. This basis for calculation was expressly rejected by State v. Unique Ideas, Inc., 44 NY2d 345 (1978). There is a single violation and a single penalty to be imposed of \$5,000.

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, are jointly and severally assessed a fine pursuant to GBL §350-d(1) in the sum of \$5,000.00 which shall be filed to judgment by the Attorney General's Office.

MOTION COST/ATTORNEY FEES

The AG seeks an award of motion costs pursuant to CPLR §8202 in the amount of \$100.00 and this is granted. An award of attorney's fees pursuant to Judiciary Law §773 and paragraph 60 of the Assurance is also sought. The Assurance provides as follows:

60. If a court of competent jurisdiction determines that the Respondents have violated the Assurance, the Respondents shall pay to the NYAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

As previously noted, reasonable attorney's fees incident to the contempt application may be awarded. However, Greenland is entitled to notice of the amount of attorney's fees being requested if only to contest what might or might not be reasonable. Moreover, Judiciary Law §773 permits the recovery of an attorney fee in those circumstances where no actual damage has been shown and, in this case, the Court has already ascertained the penalty applicable under the Assurance pertaining to code violations. Daniels v. Guntert, 256 AD2d 940 (3rd Dept 1998); Matter of Meier v. Key-Meier, 36 AD3d 1001 (3rd Dept 2007); Matter of Claydon, 103 AD3d 1051 (3rd Dept 2013). The attorney fee is denied without prejudice to a timely further application should the AG be so

inclined as to those fees related to these matters other than the penalty applicable under the Assurance relating to the failure to timely mitigate code violations.

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; and Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, are jointly and severally assessed motion costs pursuant to CPLR §8202 in the sum of \$100.00 which shall be filed to judgment by the Attorney General's Office; and it is

ORDERED, ADJUDGED and DECREED, that the application for attorney fees by the Office of the Attorney General is **DENIED** without prejudice to renewal upon notice to Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; and Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, as to as to those fees related to all matters other than the penalty applicable under the Assurance relating to the failure to timely mitigate code violations, the sum in attorney's fees being sought and the basis therefor not later than September 29, 2023.

INJUNCTION

The AG seeks to permanently enjoin Troy Green from owning, operating, or managing affordable housing properties in or from the State of New York. Interference with the right to conduct business is rarely enjoined in the absence of fraud, intentional deceit or a clear showing of confusion deliberately created in the minds of the general purchasing public. Charles F. Ryan & Son, Inc. v. Lancaster Homes, Inc., 22 AD2d 186 (4th Dept 1964) affirmed 15 NY2d 812. The AG pleads such a case in support of injunctive relief. The crux of the claim by the AG is that Greenland fails to take care of its rental properties to such an extent that it does not meet minimum standards of habitability and that this deceives the general public that might desire to lease apartments owned by Greenland.

The Court finds a pervasive pattern of willful neglect by Greenland of its responsibilities to keep and maintain the rental units that it offers for lease. This gives reason to consider the injunctive relief as sought by the AG.

Given that Greenland has failed to conform with the Assurance that it freely gave or this Court's Orders as to any of its properties in many significant respects, Troy Green, has lost any right to expect that he should be allowed to continue to own, operate or manage any affordable housing for rent or sale to low- and middle-income families within the State of New York.

The same is true for such properties located in other states but mismanaged by Troy Green from New York. The Court is convinced that Troy Green either does not care about his

responsibilities to his tenants, his Assurance or Court Orders or that he is simply incapable of properly managing his affordable housing properties wherever situate.

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that Troy Green, is **PERMANENTLY ENJOINED** from owning, operating, or managing affordable housing properties for rent or sale to low- and middle-income families in the State of New York; and it is

ORDERED, ADJUDGED and DECREED, that Troy Green, is **PERMANENTLY ENJOINED** from managing from the State of New York affordable housing properties for rent or sale to low- and middle-income families in any state.

CONTEMPT CONSIDERATIONS

The failure to remediate open violations is quite extensive, ongoing and, this Court concludes, willful in nature so as to warrant both civil and criminal contempt separate and apart from the calculation of penalties under the Assurance. It is of particular concern that Greenland failed to timely address heating and hot water issues as well as the other violations that resulted in declarations that its various premises were no longer habitable. The list of violations is virtually endless while the failure to provide affidavits of compliance or arrange for a monitor to lay the proper groundwork to potentially excuse the open violations is noteworthy.

The repeated failure to timely address such a large number of City Code complaints calls for civil and criminal contempt findings. The pattern of neglect previously shown by Greenland has not only continued but, in many respects, only grown worse. Tenants must not be subjected to living without hot water or heat or to otherwise required to live in filth and squalor. The Court also considers the issue of criminal contempt arising from the failure to pay the statutory costs previously awarded. Not only is there a need to protect the integrity of the judicial process and correct the obvious disrespect and disregard for the Court's mandates but the entirety of the offenses directly impair any reasonable notion of public justice.

The persistent and extensive violations together with the unexplained failure to pay the statutory costs awarded in the previous proceeding are more than sufficient to sustain the petition even considering the papers submitted in opposition. State v. Princess Prestige Co. Inc., 42 NY2d 104 (1977); People v. Empyre Inground Pools, 227 AD2d 731 (3rd Dept 1996). A summary determination of the petition is required under CPLR §409 and giving what credit may properly be given to those papers in opposition the Court ascertains no factual issues that would require trial pursuant to CPLR §410. Council of the City of New York v. Bloomberg, 6 NY3d 380 (2006). This is not a situation where respondents have submitted such substantial countervailing proof that a summary disposition is to be precluded. State v. General Motors Corp., 48 NY2d 836 (1979).

The Court will impose a fine pursuant to Judiciary Law §773 of \$250.00 for the civil contempt.

Upon consideration of the record before it in its totality, the Court will also impose a fine under Judiciary Law §751(4) of \$2,000.00 per day from December 13, 2022 to March 17, 2023 in the sum of \$152,000.00 all of such fines being assessed jointly and severally against Greenland and to include Troy Green together with a term of imprisonment for Mr. Green, the imprisonment to be suspended for a brief period to allow Mr. Green and Greenland to purge the contempt finding.

Accordingly, it is

ORDERED, ADJUDGED and DECREED, that Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, are determined to be in **CIVIL AND CRIMINAL CONTEMPT OF COURT**; and it is

ORDERED, ADJUDGED and DECREED, that Troy Green is hereby sentenced to imprisonment of 30 days pursuant to Judiciary Law §751(1) for criminal contempt but sentence is suspended until September 11, 2023; and it is

ORDERED, ADJUDGED and DECREED, that the Court imposes a fine pursuant to Judiciary Law §751(4) for criminal contempt of \$2,000.00 per day for the period from December 13, 2023 to March 17, 2023 in the total sum of \$152,000.00 to be paid by Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, pursuant to Judiciary Law §773 as a joint and several liability which shall be paid by certified check made payable to the "State of New York," and shall reference Assurance No. 22-010. Payments shall be addressed to the attention of Judith C. Malkin, State of New York, Office of the Attorney General, Syracuse Regional Office, 300 South State Street, Suite 300, Syracuse, NY 13202, or such successor payee as may be noticed by the Office of the Attorney General, no later than September 11, 2023; and it is

ORDERED, ADJUDGED and DECREED, that the Court imposes a fine of \$250.00 to be paid by Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC, Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, as a joint and several liability pursuant to Judiciary Law §773 which shall be paid by certified check made payable to the "State of New York," and shall reference Assurance No. 22-010. Payments shall be addressed to the attention of Judith C. Malkin, State of New York, Office of the Attorney General, Syracuse Regional Office, 300 South State Street, Suite 300, Syracuse, NY 13202, or such successor payee as may be noticed by the Office of the Attorney General, no later than September 11, 2023; and it is

ORDERED, ADJUDGED and DECREED, that Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC; Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, shall each have the affirmative obligation to purge themselves of their civil and criminal contempt by paying the fines no later than September 11, 2023 as above directed; and it is

ORDERED, ADJUDGED and DECREED, that should Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC; Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, fail or refuse to pay the fine and the penalty as above directed on or before September 11, 2023, the same shall, without further notice, be filed as a judgment against Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC; Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, with jointly and severally liability and with interest at the judgment rate from May 4, 2023 and petitioner shall be permitted to make application to the Court without further notice for an immediate warrant for the arrest and incarceration of Troy Green; and it is

ORDERED, ADJUDGED and DECREED, that a copy of this Order with notice of entry shall be served upon Greenland Property Services, LLC, also d/b/a Green National; Green Real Estate Holdings, LLC; Green Chestnut, LLC; Green James, LLC; Green Skyline Apartments, LLC; Green Vincent, LLC; Green HP Apartments, LLC, and Troy Green, individually and as CEO and Managing Member, in the same manner as a summons with proof of service to be filed to the electronic case file not later than August 11, 2023.

IT IS SO ORDERED.

ENTER

Dated: July ²⁶~~24~~, 2023
Oswego, New York


HON. GREGORY R. GILBERT
SUPREME COURT JUSTICE

Exhibit # 1

#	Complaint ¹	Due	Days Over X Penalty
1.	2021-00649	04/26/21	328 X 100/day = \$32,800 ²
2.	2021-14631	09/15/21	328 X 100/day = \$32,800
3.	2021-20241	08/26/21	328 X 100/day = \$32,800
4.	2021-22966	11/03/21	328 X 100/day = \$32,800
5.	2022-04268	06/01/22	289 X 100/day = \$28,900
6.	2022-05337	09/06/22	192 X 100/day = \$19,200
7.	2022-05341	09/06/21	192 X 100/day = \$19,200
8.	2022-05879	08/09/22	122 X 100/day = \$12,200
9.	2022-06974	08/17/22	114 X 100/day = \$11,400
10.	2022-09235	10/25/22	143 X 100/day = \$14,300
11.	2022-09369	12/21/22	86 X 100/day = \$ 8,600
12.	2022-09394	11/16/22	121 X 100/day = \$12,100
13.	2022-10242	11/29/22	10 X 100/day = \$ 1,000
14.	2022-10811	02/01/23	45 X 100/day = \$ 4,500
15.	2022-10984	01/05/23	71 X 100/day = \$ 7,100
16.	2023-00082	02/06/23	23 X 100/day = \$ 2,300
17.	2023-00193	02/02/23	21 X 100/day = \$ 2,100
18.	2023-00242 ³	02/03/23	0 X 100/day = \$ 0
19.	2023-00247	02/02/23	43 X 100/day = \$ 4,300
20.	2023-00343	02/13/23	10 X 100/day = \$ 1,000
21.	2023-00482	02/17/23	28 X 100/day = \$ 2,800
22.	2023-00694	02/03/23	11 X 100/day = \$ 1,100
23.	2023-00713	02/27/23	0 X 100/day = \$ 0
24.	2023-00756	02/13/23	32 X 100/day = \$ 3,200
25.	2023-00757	02/15/23	30 X 100/day = \$ 3,000
26.	2023-00771	02/22/23	23 X 100/day = \$ 2,300
27.	2023-00799	03/01/23	16 X 100/day = \$ 1,600
28.	2023-00965	03/01/23	16 X 100/day = \$ 1,600
39.	2023-01001	02/16/23	29 X 100/day = \$ 2,900
30.	2023-01533	03/15/23	2 X 100/day = \$ 200

TOTAL \$298,100.00⁴

¹ All penalties are computed on a per complaint basis.

² Penalty computed from April 22, 2022 end of 60-day Grace Period per Assurance for Items # 1, 2, 3 and 4.

³ Penalty not established for Items 18 and 23.

⁴ Code Violation Non-compliance Only.